

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee for the benefit of the
Registered Holders of BBCMS Mortgage Trust 2022-
C15 Commercial Mortgage Pass-Through Certificates,
Series 2022-C15, acting by and through its special
servicer, Rialto Capital Advisors, LLC,

Plaintiff,

v.

AEVRI SALINA MEADOWS LLC; HAWTHORNE
PROPERTY SERVICES, LLC; and MOSHE
ROTHMAN; and NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE,

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 7/15/2025

Case No.: 1:23-cv-08824-(JPC)

STIPULATION AND ORDER OF CONFIDENTIALITY

IT IS HEREBY STIPULATED AND AGREED, subject to the approval of this Court, by
and between the undersigned counsel for the parties as follows:

1. Any party or any non-party (a “**Producing Person**”) in response to discovery
conducted pursuant to the Federal Rules of Civil Procedure and the Local Rules for the United
States District Court for the Southern District of New York, or with regard to materials voluntarily
produced in discovery, may designate as “Confidential” any document or information provided in
discovery (collectively, “**Discovery Material**”), which that Producing Person considers in good
faith to contain non-public, confidential, proprietary or commercially sensitive information, or
other business or personal information subject to protection under Fed. R. Civ. P. 26(c). Any
Discovery Material designated Confidential shall be marked by the Producing Person with the
legend “CONFIDENTIAL” on each page so designated or on the record at the deposition before

the end of the deposition. Discovery Material designated as Confidential, including the information contained therein and any document quoting or summarizing such information or materials, are hereinafter referred to as “Confidential Information.”

2. Any Confidential Information shall be treated in a confidential manner and shall be disclosed only pursuant to the terms of this Stipulation and Order. Confidential Information shall be used only for purposes of this litigation, including pretrial proceedings in this matter, preparation for the trial of this matter, the trial of this matter, and any appeals of this matter. Any other use of Confidential Information, including, but not limited to, business and commercial uses, other litigation, or for public relations, is prohibited.

3. Each person to whom any Confidential Information is to be disclosed pursuant to paragraphs 4 and 5 hereof (except the Court and Court personnel and court reporters) shall be provided with a copy of this Stipulation and Order prior to such disclosure.

4. Except as otherwise provided herein, and subject to paragraph 2 hereof, Confidential Information may be disclosed only to the Court and Court personnel; named parties and employees, officers, managers and members, directors and partners of the parties, to the extent reasonably deemed necessary by counsel of record, for the purpose of assisting in the prosecution or defense of this matter; the parties’ attorneys and paralegal, clerical or support personnel retained by such attorneys. To the extent deemed necessary by such attorneys, Confidential Information may be shown to witnesses (including, but not limited to, former employees of a party) and their counsel, if any, PROVIDED that counsel of record for the party making such disclosure shall first ensure that a copy of this Stipulation and Order has been delivered to the witness and his or her counsel. If such disclosure is not made during or in connection with a deposition, the disclosing counsel shall obtain execution of an acknowledgement in the form attached hereto as Exhibit A.

If such disclosure is made during or in connection with a deposition, the disclosing counsel shall either obtain the execution of an acknowledgment in the form attached hereto as Exhibit A or confirm on the record at the deposition in the presence of the witness that a copy of the Stipulation and Order was delivered to the witness. In the event the deposition witness does not sign the acknowledgement, nothing in this Stipulation and Order shall be deemed to prohibit the disclosing counsel from proceeding with the use of Confidential Information during the course of the deposition provided that the witness not be allowed to retain copies of any Confidential Information at the conclusion of the deposition.

5. Confidential Information may be disclosed to any expert or consultant or other third party assisting a party's counsel in connection with this matter to the extent deemed necessary in good faith by such counsel to enable the expert, consultant or such other third party to provide such assistance, PROVIDED that the expert, consultant or such other third party shall first execute an acknowledgment in the form attached hereto as Exhibit A.

6. No Confidential Information shall be disclosed to any person who, if required by paragraph 5 to sign the form of acknowledgment attached hereto as Exhibit A, does not first sign such acknowledgment. All signed acknowledgments shall be maintained by counsel for the party making the disclosure and shall be produced if required by the Court.

7. If a party objects to the designation of any Discovery Material as Confidential Information, the parties and, if applicable, the Producing Person, shall attempt to resolve the dispute in good faith. If the dispute is not so resolved, the party designating the Discovery Material as Confidential Information shall apply to the Court for a ruling that the specified Discovery Material shall be so treated, giving notice to all other parties and, if applicable, the Producing Person. Until this Court enters an order changing the designation, or until the parties and the

Producing Person agree otherwise, the Discovery Material shall be treated as Confidential Information. No party, by treating designated material as Confidential Information in accordance with this Stipulation and Order, shall be deemed to have conceded that the material actually is confidential.

8. All Confidential Information that is to be filed with the Court, and any pleadings, motions or other papers that are to be filed with the Court disclosing any Confidential Information, shall be subject to the parties' compliance with the Individual Rules and Practices of Judge P. Cronan and the Individual Rules and Practices for Civil Cases of Magistrate Judge Henry J. Ricardo.

9. Upon written request after the termination of this litigation, including all appeals, if any, counsel for each party shall destroy all Confidential Information, including all copies thereof, and upon written request by counsel for the Producing Person shall certify in writing to counsel for the Producing Person that the provisions of this paragraph have been complied with; PROVIDED, however, that counsel for the parties may retain in their own files one complete set of materials produced in the case, and any working documents reflecting such materials. Any such pleadings, discovery responses, court filings, transcripts, exhibits, notes and memoranda and work product so retained shall remain Confidential and subject to the restrictions contained in this Stipulation and Order.

10. Information obtained from a source other than Discovery Material shall not be deemed Confidential Information, regardless of whether such information is also contained in Discovery Material designated Confidential.


11. Nothing contained herein shall be construed to limit any Producing Person from using its own Confidential Information in any manner that it may choose.

12. Nothing in this Stipulation and Order shall prevent any party from producing any document or information in his, her or its possession to another person in response to a subpoena or other compulsory process, PROVIDED, however, that if such party receives a subpoena or other compulsory process seeking production or other disclosure of Confidential Information, that party, unless prohibited by applicable law, shall give prompt written notice to counsel for the Producing Person, identifying the Confidential Information and, unless prohibited by applicable law, enclosing a copy of the subpoena or other compulsory process. When possible, at least ten (10) days written notice before production or other disclosure shall be given.

13. Nothing herein shall preclude any person from applying to this Court for an order modifying this Stipulation and Order.

So ORDERED.

Dated: July 15, 2025
New York, New York



Henry J. Ricardo
United States Magistrate Judge

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SEEN AND AGREED TO:

Dated: July 10, 2025.

VENABLE LLP

By: /s/ Brent W. Procida

Gregory A. Cross

Brent W. Procida

750 E. Pratt Street, Suite 900

Baltimore, Maryland 21202

-and-

Adam G. Possidente

151 W. 42nd Street, 49th Floor

New York, NY 10036

Counsel for Plaintiff

Dated: July 10, 2025.

STEPTOE LLP

By: /s/ Nathaniel J. Kritzer

Nathaniel J. Kritzer

Joseph Myer Sanderson

1114 Avenue of the Americas

New York, New York 10036

Counsel for Defendants

EXHIBIT A

**AGREEMENT TO BE BOUND BY
STIPULATION AND ORDER OF CONFIDENTIALITY**

The undersigned, _____ (print or type name), under penalty of perjury, hereby acknowledges that I have read and that I understand the Stipulation and Order of Confidentiality entered in this matter (attached hereto as Exhibit 1), by the United States District Court for the Southern District of New York, on _____, 2025, and hereby agree to abide by its terms and conditions. I also understand that any violation of the Stipulation and Order of Confidentiality by me or anyone acting under my direction may subject me to penalties for contempt of court.

I consent to the exercise of jurisdiction over me by this Court for purposes of enforcement of the Stipulation and Order of Confidentiality.

Dated: _____

Signature

Address